

<b>Federal Aviation Administration</b>		<b>Revision To Award for Supplies or Services</b>		Page 1 of 4
Date of Award: 06-NOV-2000 Date of Revision: 12-JUN-2003	Contract Number (if any): DTFA0201D01850	Award No. (if any):	Revision No. 12	
<b>IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.</b>				
Contractor (Name, Address, and Zip Code): DCT INC PO BOX 1853 501 E CHEROKEE MCALISTER, OK 74502		Mail Invoice To (Name, Address, and Zip Code): FAA, MM Aero Center TTN 73-0588975 Financial Services AMZ-110 PO Box 25710 Oklahoma City, OK 73125-4913 405/954-4716		
Contact Point/Phone No: CHERYL BERNARDI 918-426-5902		Issuing Office (Address Correspondence To): 6973H4 FAA AERO CENTER AMQ-200 NAS AUTOMATION&FAC ACQ DIV MPB,R312 PO BOX 25082 M OKLAHOMA CITY, OK 731250082		
F.O.B. Point: N/A Shlp Via: N/A Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Maria S Blair 405-954-7883		ESTIMATED VALUE: \$10,067,982.46 FROM: \$10,030,764.22 ESTIMATED VALUE IS CHANGED BY: \$37,218.24 FUNDED AMOUNT: \$7,996,323.78		
<b>IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.</b>				
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: <i>David Tolman</i> Vice President		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Maria S Blair</i> 6-17-03 DATE SIGNED: 6/16/03		
<p><b>Note to Vendor</b>  Modification No. One is issued bilaterally effective 1/2/01 to incorporate the following change in contract DTFA-02-01-D-01850: Reference Part III, Section J, Attachment I, Statement of Work for FAA, MMAC Security Guard Service, Paragraph C.5.2 Uniforms, add item 14, for peerless handcuffs or equal, made from Grade A tempered steel with nickel finish, nylon webbing case (1-set each). Replacement page number 27 of the Statement of Work is attached.</p> <p>The one-time cost impact on the total contract dollar amount will be \$2,600 for 58 handcuffs with cases.</p> <p><b>Note to Vendor</b>  Modification No. Two is issued bilaterally to incorporate the following changes to the current contract.</p> <p>(1) Reference Part III, Section J, Attachment 1, Paragraph C.2.9 Contractor Guard Shift Supervisor: delete the paragraph in its entirety and insert the following:</p> <p>The Contractor shall assign one (1) shift supervisor per shift. These individuals shall have responsibility for the designated period and/or shift. Shift supervisors shall report to the Project Manager.</p> <p>Shift supervisors shall have two (2) years of guard experience and two (2) years of management experience with four (4) years total experience in facility protection at a level equivalent with the scope of work of this contract.</p> <p>The shift supervisor shall ensure that each post is staffed as required, that employees are properly uniformed and present a neat appearance, and that each employee is familiar with their post and duties. Shift supervisor shall include an informal 'guardmount' at the start of each shift during which relief personnel shall be assembled for inspection, arming, announcements, and a general transfer of information from one shift's personnel to the next. This is in addition to the time required for posting and relief of personnel.</p> <p>The shift supervisors shall not hold the position of an on-duty guard except in emergencies. In emergencies, the shift supervisors may staff the post not to exceed three hours in any consecutive eight-hour period.</p> <p>The shift supervisors shall provide supervision of Contractor personnel to ensure compliance of all contract requirements. (A revised SOW page number 5 and 6 is attached)</p> <p>(2) The FAA had a requirement to add two (2) additional guard posts at the Mike Monroney Aeronautical Center (MMAC). This additional guard service will be for the FAA Logistics Center Technical Support Facility (TSF). The guard service will be from 5:30 a.m. to 6:30 p.m., Monday through Friday.</p>				

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DISPUTE RESOLUTION

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except federal holidays. The TSF post requirements shall be to check identification media, issuing visitor badges, requesting escorts from FAA personnel, checking packages, and property removal documentation. This position will be permanent and became effective March 1, 2001. The cost of adding two (2) additional guard posts for the Base Year and Four Option Years is \$310,664.22.

#### Note to Vendor

Modification No. Three is issued bilaterally to add an additional guard post at the Technical Support Facility (TSF). The guard post will be effective September 4, 2001. The guard post shall be at the east entrance of the TSF, from 5:30 a.m. through 6:30 p.m., Monday through Friday, except federal holidays. The guard post requirements include checking identification media, packages, issuing FAA-TSF visitor badges, requesting escorts from FAA-TSF personnel, checking packages and checking property removal documentation. The east guard post will be closed from 11 a.m. through 1 p.m. and interior building checks will be conducted as directed by the COR. Services for this position may be discontinued with a two-week notice. The total cost of adding one (1) additional guard post on this contract for the Base Year and four Option Years is \$280,957.16.

#### Note to Vendor

Modification No. 4 (Revision No. 4) is issued pursuant to AMS Clause 3.2.4-35 Option To Extend the Term of the Contract (April 1996). This revision is executed to exercise the First Option Year (second contract year). The extended period of performance will begin January 1, 2002, and end December 31, 2002, at the Unit Prices in Price Schedule for Item 1.(b); 2.(b); 3.(b); 4.(b); 6.(b); and 7.(b). Reference Part III, Section I, List of Attachments, Attachment 2: delete Wage Determination No. 94-2431 (Revision No. 15) and insert Wage Determination No. 94-2431 (Revision No. 18). The contract value is increased by \$2,141,264.49 effective January 1, 2002.

#### Note to Vendor

Funding of this order is subject to fiscal year 2002 appropriation limitations enacted by the United States Congress. The Government's obligation under this order is limited to the amount required to fund operations during the period covered by the current or subsequent continuing resolution. Such limitations shall continue until final fiscal year 2002 appropriations are enacted. In the event a permanent appropriation is not enacted and the current continuing resolution lapses, it may be necessary to shut down these services, unless it has been determined that all or part of these services are essential to the safety of human life or the protection of property, in accordance with the emergency provisions of the Anti Deficiency Act (31 USC 1342).

#### Note to Vendor

Modification No. 5 (Revision No. 5) is issued bilaterally to incorporate additional Security Guard staffing and changes to the Statement of Work (SOW). A revised SOW dated December 2001 is made a part of this contract under its existing terms and conditions. The effective date of the revision is January 1, 2002. The estimated value of the contract is increased by \$1,240,072.92.

#### Note to Vendor

Modification No. 6 (Revision No. 6) is executed bilaterally pursuant to the exercise of Option One for this contract. This modification will incorporate an increase in the contract price to reflect the Contractor's actual increase in applicable wages and fringe benefits applied to the wage determination in this contract by operation of law. The total contract dollar amount is increased by \$117,792.31 effective January 1, 2002.

Additionally, this modification will adjust the total dollar amount in CLIN B to reflect a reduction for training hours incorrectly proposed for the Secretary II position. The total contract dollar yearly adjustment will be \$1,811.97.

The estimated value of the contract is increased by \$115,980.34.

#### Note to Vendor

Modification No. 7 (Revision No. 7) is executed bilaterally effective August 1, 2002, to incorporate changes in the current Statement of Work. The following sections of the Statement of Work are revised.

C.3.4 Surveillance, Patrol and Fixed Post, Item 15 and 16

C.3.17 Education Experience

C.3.39.2 Misdemeanor Convictions

C.5.3 Vehicles

C.5.5 Preventative Maintenance Program for Contractor Vehicles

C.6.10 Failure to Comply with Certification Requirements

C.7.1 General Training, Item 1 and 2

C.9.9 Escort Services

Staffing Requirements - Productive Hours are increased by 1,600 hours for the months of August 2002 and September 2002.

The estimated value of the contract is increased by a total dollar amount of \$109,749.20.

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**Note to Vendor**

Modification No. 8 (Revision No. 8) is issued pursuant to the addition of escort services as defined in the Statement of Work, Section C.3.4 Surveillance, Patrol and Fixed Post, Paragraph 15, 16 and Section C.9.9 Escort Services, revised 7/8/02. The staffing requirements for this service are increased by 2,208 Total Hours for the months of October, November, and December 2002, 4th Quarter of the First Option Year. The staffing requirements for the Second, Third, and Fourth Option Years are increased by a total of 9,024 hours. Services for these positions may be discontinued with a two-week notice.

The Estimated Value of the contract is changed by \$32,399.33.

**Note to Vendor**

Modification No. Nine (Revision No. 9) is issued unilaterally by authority of AMS contract clause 3.2.4-35 Option to Extend the Term of the Contract (April 1996). The term of the contract is extended for the Second Option Year (Third Contract Year) for the period beginning January 1, 2003, and ending December 31, 2003. The option is exercised IAW existing contract terms, conditions, and all revisions to this date. Unit Prices in Price Schedule for the Second Option Year are the applicable rates.

Reference Part III, Section J, List of Attachments, Attachment 2: delete Wage Determination No. 1994-2431, Rev. No. 18, and insert Wage Determination No. 1994-2431, Rev. No. 19, dated 06/07/2002.

The total Estimated Value of the contract is changed by \$3,538,327.66 effective January 1, 2003.

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**Note to Vendor**

Modification No. 10 (Revision 10) is executed bilaterally pursuant to the exercise of Option Two for this contract. This modification will incorporate an increase in the contract price to reflect the Contractor's actual increase in applicable wages and fringe benefits applicable to the wage determination on this contract and by operation of law. The total contract dollar yearly adjustment will be an increase of \$392,765.18 effective January 1, 2003. The total Estimated Value of the contract with this increase is \$10,016,961.22.

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**Note to Vendor**

Modification No. 11 (Revision 11) is executed bilaterally and with mutual agreement of the parties to incorporate a change in the Statement of Work. The FAA requires security guard services at Gate 20 post be extended an additional 2.5 hours above the current 8 hour shift. The extended hours will become effective April 14, 2003.

Reference Paragraph C.3.4 Surveillance, Patrol and Fixed Post, Item 2 will read, "...and Gate 20 post from 08:00 a.m. through 6:30 p.m. weekdays, except federal holidays.... Part I Section B Price Schedule is revised to reflect the new Unit Prices at CLIN 2, (c) Second Option Year.

The cost for the additional hours will be \$13,803. for the contract period beginning April 14, 2003, and ending December 31, 2003. The Estimated Value of the contract will be increased by this amount for a total of \$10,030,764.23.

No other change in contract terms or conditions are affected by this modification.

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**Note to Vendor**

Modification No. Twelve/Revision No. 12 is executed bilaterally pursuant to the Settlement Agreement (ODRA Docket No. 03-ODRA-00273) entered into by the Contractor and the FAA.

Effective July 1, 2003, the modification will incorporate the following changes to the Fixed Price Contract

(1) Reference Section H, Special Contract Requirements — Add an Economic Price Adjustment Clause H.28. Should the Government exercise its option to extend the term of the contract by authority of Clause 3.2.4-35, the prices for Worker's Compensation Insurance shall be subject to an adjustment IAW with H.28. This clause is not applicable to any other contract prices. See Attachment 1 to Revision No. 12.

(2) Reference Section H, Special Contract Requirements — H.22 Liability Insurance, for purposes of administrative clarification, AMS Clause 3A.1-10 is incorporated in Section 3.1-1 Clauses and Provisions Incorporated by Reference.

(3) Reference Section I — Contract Clauses, 3.1-1 Clauses and Provisions Incorporated by Reference, delete reference to clause 3.4.1-11.

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**IMPORTANT:** Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

(4) Reference Section B, Price Schedule— Effective July 1, 2003, the Unit Prices reflect the increase in the worker's compensation rates applicable to (c) Second Option Year (Third Year). see Attachment 2

(5) The Estimated Value of the contract is changed by an increase of \$37,218.24 for a revised total of \$10,067,982.46.

No other change in the contract terms or conditions is made with this modification.

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#### H.28 Economic Price Adjustment for Worker's Compensation (July 2003)

- a. If the Government exercises its option to extend the contract term in accordance with the "Clause 3.2.4-35 entitled "Option to Extend the Term of the Contract", the prices of contract line items 1, 2, 3, 6, 7, 8, and 10 shall be subject to adjustment for an increase or decrease in the worker's compensation rates. Either contract party, in accordance with this clause can make this adjustment request.  
**Exception:** Worker's compensation costs in the State of Oklahoma are determined by (1) classification (2) location and (3) experience rating. In no event will an adjustment under this clause be made when the adjustment is due to the experience/claims history rating of the Contractor.
- b. A contract price adjustment under this clause shall be limited to one occurrence per option term, and each line item price is limited to a maximum of a 10% increase, or 10% decrease, per occurrence. There is no minimum amount of adjustment that may be considered under this clause.
- c. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- d. The Contractor requests for adjustment under this clause must be submitted to the Contracting Officer in writing 30 days prior to the expiration date of the current contract term. The Contractor shall provide documentation (invoices, quotes, or payroll records) in support of their request for an adjustment in worker's compensation rates.
- e. Adjustments under this clause shall be made only to the contract prices applicable to the option period identified in the Government's preliminary notice. In no event will the contract prices of an expired contract term be adjusted under this clause.
- f. The Contractor shall obtain the written approval from the Contracting Officer for their request in a price adjustment for worker's compensation. The Contracting Officer will use the rates provided by the State of Oklahoma as the index for computing the increase in the worker's compensation rates. Upon agreement of the parties, the amount and adjustment will be incorporated into the contract for the applicable contract term.

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**CONTINUATION SHEET****Contract Revision No. 12****July 1, 2003****PART I - SECTION B****SUPPLIES OR SERVICES AND PRICES/COST**

The contractor shall furnish all necessary management, personnel, equipment and materials (except as specified elsewhere herein as being furnished by the Government), required to perform security guard services for the Mike Monroney Aeronautical Center (MMAC), Oklahoma City. Performance shall be in accordance with the Statement of work (SOW) and all other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.

**PRICE SCHEDULE**

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>Quantity</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Security Guard Services for the MMAC in accordance with SOW (Attachment 1)				
	(a) Basic Contract (First Year)	12	MO	\$135,093.94	\$1,621,127.28
	(b) First Option Year (Second Year)	12	MO	\$131,673.94	\$1,580,087.23
	(c) Second Option Year (Third Year)	6	MO	\$148,948.54	\$ 893,691.24
	Effective July 1, 2003	6	MO	\$151,746.70	\$ 910,480.20
	(d) Third Option Year (Fourth Year)	12	MO	\$132,185.74	\$1,586,228.83
	(e) Fourth Option Year (Fifth Year)	12	MO	\$134,318.08	\$1,611,816.97
2.	Security Guard Services for the Logistics Support Facility in accordance with SOW (Attachment 1)				
	(a) Basic Contract (First Year)	12	MO	\$ 29,389.58	\$ 352,674.96
	(b) First Option Year (Second Year)	12	MO	\$ 29,940.16	\$ 359,281.88
	(c) Second Option Year (Third Year)	3	MO	\$ 34,174.35	\$ 102,523.05
	Effective April 14, 2003	1	MO	\$ 35,128.81	\$ 35,128.81
	Effective May 1, 2003	2	MO	\$ 35,780.42	\$ 71,560.84
	Effective July 1, 2003	6	MO	\$ 36,464.00	\$ 218,784.00
	(d) Third Option Year (Fourth Year)	12	MO	\$ 29,940.16	\$ 359,281.88
	(e) Fourth Option Year (Fifth Year)	12	MO	\$ 29,991.66	\$ 359,899.88
3.	Security Guard Services for the Thomas Road Facility in accordance with SOW (Attachment 1)				
	(a) Basic Contract (First Year)	12	MO	\$ 14,597.45	\$ 175,169.40
	(b) First Option Year (Second Year)	12	MO	\$ 15,138.69	\$ 181,664.24
	(c) Second Option Year (Third Year)	6	MO	\$ 17,280.50	\$ 103,683.00
	Effective July 1, 2003	6	MO	\$ 17,626.71	\$ 105,760.26
	(d) Third Option Year (Fourth Year)	12	MO	\$ 15,138.69	\$ 181,664.24
	(e) Fourth Option Year (Fifth Year)	12	MO	\$ 15,366.90	\$ 184,402.76

ATTACHMENT 2 OF REVISION NO. 12

4. Additional Security Guard Services as ordered by the FAA on an hourly basis as may be required.  
(Reference Clause C.2 and H.3)

Security Guard II	Estimated Annual Quantity		*Composite Hourly Rate	Total Estimated Amount
(a) Basic Contract (First Year)	150	HRS	\$ 19.16	\$ 2,874.00
(b) First Option Year (Second Year)	150	HRS	\$ 20.26	\$ 3,038.74
(c) Second Option Year (Third Year)	150	HRS	\$ 21.68	\$ 3,252.00
(d) Third Option Year (Fourth Year)	150	HRS	\$ 20.26	\$ 3,038.74
(e) Fourth Option Year (Fifth Year)	150	HRS	\$ 20.26	\$ 3,038.74

5. Transition Period  
(Reference Clauses F.1 and H.1)

Quantity	Amount
1 JOB	\$ 15,429.67

6. Security Guard Services for the Technical Support Facility (TSF) at the MMAC IAW the SOW, Attachment 1, and Modification/Revision 2 to the contract effective March 1, 2001.

(a) Base Contract (First Year)	10 Mo.	\$5,576.45	\$55,764.54
(b) First Option Year (Second Year)	12 Mo.	\$5,618.44	\$67,421.27
(c) Second Option Year (Third Year)	6 Mo.	\$5,416.02	\$38,496.12
Effective July 1, 2003	6 Mo.	\$6,544.84	\$39,269.04
(d) Third Option Year (Fourth Year)	12 Mo.	\$5,618.44	\$67,421.27
(e) Fourth Option Year (Fifth Year)	12 Mo.	\$5,627.80	\$67,533.62

7. Effective September 4, 2001, one additional Security Guard Post for the Technical Support Facility (TSF) at the MMAC is added to the contract under the existing terms and conditions. Modification/Revision 3 is executed bilaterally to effect this change.

(a) Base Contract (First Year)	4 Mo.	\$6,371.69	\$25,486.74
(b) First Option Year (Second Year)	12 Mo.	\$5,630.33	\$67,563.96
(c) Second Option Year (Third Year)	6 Mo.	\$6,428.35	\$38,570.10
Effective July 1, 2003	6 Mo.	\$6,557.17	\$39,343.02
(d) Third Option Year (Fourth Year)	12 Mo.	\$5,630.33	\$67,563.96
(e) Fourth Option Year (Fifth Year)	12 Mo.	\$5,639.49	\$67,676.31

8. Effective January 1, 2002, additional Security Guard services for the MMAC shall be added to the existing contract. A revised Statement of Work dated December 2001 for the security service has replaced the existing Statement of Work dated February 2000. Modification/Revision 5 is executed bilaterally to execute this change.

(a) First Option Year (Second Year)	12 Mo.	\$103,188.41	\$1,238,260.95
(b) Second Option Year (Third Year)	6 Mo.	\$101,901.65	\$ 611,409.90
Effective July 1, 2003	6 Mo.	\$103,989.51	\$ 623,937.06
(c) Third Option Year (Fourth Year)	12 Mo.	\$ 95,216.18	\$1,142,594.19
(d) Fourth Option Year (Fifth Year)	12 Mo.	\$ 99,585.64	\$1,195,027.71

9. Effective August 1, 2002, the Contractor shall provide Security Guard personnel for Escort Services as defined in the Statement of Work, Section C.9.9, Revised 07/08/02. The total productive number of hours is increased by 1,600 hours for the months of August and September 2002.

(a) First Option Year (Second Year)	2 Mo.	\$ 54,874.60	\$ 109,749.20
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10. Pursuant to the addition of Escort Services, defined in the Statement of Work, Section C.9.9, 7/8/02, and the execution of Modification No. 7 (Revision No. 7) the following reflects the Unit Price and Total Amount for the continuation of these services in their respective contract years.

(a) First Option Year (Second Year)	3 Mo.	\$ 10,779.78	\$ 32,339.33
(b) Second Option Year (Third Year)	6 Mo.	\$ 12,153.94	\$ 72,923.64
Effective July 1, 2003	6 Mo.	\$ 12,183.53	\$ 73,101.18
(c) Third Option Year (Fourth Year)	12 Mo.	\$ 11,459.59	\$137,515.10
(d) Fourth Option Year (Fifth Year)	12 Mo.	\$ 11,320.88	\$135,850.52

NOTE: (A) \*Composite Hourly Rate (CLIN 4) includes direct, indirect, overhead and profit. (B) Payment for CLINS 1, 2, 3, 5, 6, 7, and 8 will be made in accordance with AMS 3.3.1-1, Payments. (C) Payment for CLIN 4 will be made in accordance with AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts.